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Title: **Haverstraw-Stony Point Central School District and North Rockland Substitute Teachers Unit, North Rockland Teachers Association (2013)**

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Union: **North Rockland Substitute Teachers Unit, North Rockland Teachers Association**

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TSUB / 5220

AGREEMENT
BETWEEN THE
HAVERSTRAW-STONY POINT CENTRAL SCHOOL DISTRICT
AND THE
NORTH ROCKLAND TEACHERS' ASSOCIATION, INC.
(SUBSTITUTE TEACHERS' UNIT)

July 1, 2013 – June 30, 2016

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ARTICLE 1

RECOGNITION

The Board of Education ("Board" or "District") has recognized the North Rockland Teachers' Association ("Association") as the exclusive negotiating agent for all per diem substitute teachers on the District approved substitute list (hereafter referred to as "substitute", "substitute teacher," or "unit member").

ARTICLE 2

DUES DEDUCTION

A. The District agrees to deduct from the salaries of its employees, dues for the Association and its affiliates, as substitute teachers voluntarily authorize the District to deduct and transmit the monies promptly to the Association. Substitute teacher authorizations shall be in writing in the form set below:

DESIGNATION AND PAYROLL DEDUCTION AUTHORIZATION

(Print) Last Name

First

Initial

Address _____

TO: The Haverstraw-Stony Point Central School District Pursuant to Chapter 192, Laws of 1967, I hereby designate the North Rockland Teachers' Association as my representative for the purpose of collective negotiations, and I hereby request and authorize you, according to arrangements agreed upon with such Association, to deduct from my salary and transmit to the Association dues as certified by this agreement. I hereby waive all right and claim or said monies so deducted and transmitted in accordance with this authorization and relieve the District and all its officers from any liability therefore. This authority shall be continuous while employed in this School District, or until withdrawn by written notice, sent by registered mail, return receipt requested.

Employee's Signature

Date

B. The Association shall certify to the District, in writing, the current rate of its membership dues. If the Association shall change the rate of its membership dues, it shall give the District thirty (30) days written notice prior to the effective date of such change. The deduction referred to above shall be made in the following manner: The current rate of membership dues will be deducted for each substituting assignment. No later than two (2) weeks after the opening of school, the Association shall provide the District with a list and the original signed dues authorization cards for those employees on the District approved substitute list who have voluntarily authorized the District to deduct dues for the Association.

C. The District shall, following each pay period from which a dues deduction is made, transmit the amount deducted to the Treasurer of the Association, who shall be responsible for transmittal to each organization. The first, as well as the last, transmittal shall be accompanied by a list of members for whom deduction have been made and the amount deducted for each member. After the District has transmitted to the Treasurer of the Association, the amounts deducted, it shall not be responsible for the proper application by him or her of the amounts so transmitted.

ARTICLE 3

AGENCY FEE

A. The District shall deduct from the salaries of employees in the bargaining unit who are not members of the Association the amount equivalent to the dues levied by the Association and shall transmit the sum so deducted to the Association in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York.

B. The Association shall maintain a procedure for the refund of agency fee deductions as required in Section 3 of Chapters 677 and 678 of the Laws of 1977 of the State of New York.

C. The agency fee deductions shall be made according to the same procedures applicable for dues deductions.

ARTICLE 4

SUBSTITUTE TEACHER RIGHTS

A. Substitute teachers on the substitute teachers' list of as of the September Board meeting will be included in the directory.

B. Substitute teachers shall have the right to review their personnel file upon request and to reply, in writing, to anything therein. Such reply shall be placed in the file as a matter of record.

C. Suitable candidates among the substitute teachers will be given preference for job interviews.

D. Substitute teachers may authorize the District to deduct from their salaries monies which will be transmitted to the North Rockland Educational Federal Credit Union.

E. Any per diem substitute teacher who is projected to average thirty (30) hours or more per week during the school year, will be eligible to participate in the District's health insurance plan at his or her full cost.

ARTICLE 5

SUBSTITUTE TEACHER ASSIGNMENTS AND WORKDAY

A. During long-term assignments (more than twenty (20) workdays in one assignment), any subsequent school closing due to an emergency will result in payment for the substitute assignment.

B. If school is closed for any emergency after the beginning of the school day, the substitute will receive full pay for the day's assignment.

C. If, for any reason, a substitute's assignment is terminated because of a change in scheduling or personnel, the substitute shall receive full pay for the day's assignment.

D. Any substitute who is contracted to work for a minimum day or for one half (1/2) day or less and is given the length of time of the assignment, shall be compensated at one (1/2) the per diem rate of pay. If the substitute is asked to work for more than the contracted time, Article 5, Section H shall apply.

E. At the middle, secondary, and high school level, any substitute who works more than four (4) periods and a homebase shall be credited with a full day's pay. At the elementary level, any substitute who works for three hours and twenty minutes (3 hours, 20 minutes), or more, shall be credited with a full day's pay.

F. Substitute teachers required to work on a Superintendent's Conference Day, which includes Parent Conferences, shall be paid for the day at their regular rate of pay.

G. Substitute teachers required to attend a Parent Conference in the evening shall be paid one half (1/2) their regular daily rate for the assignment.

H. If a substitute teacher is assigned to classroom duties during their otherwise unassigned time, he/she shall be paid one fifth (1/5) of his/her per diem salary for the assignment.

I. Substitute teachers shall, whenever possible, work in the assignment agreed to prior to arriving to the designated building. Any changes in assignment are at the discretion of the building administrator based upon the needs of the building.

J. At the middle, secondary, and high school levels, any additional teaching periods beyond five (5) shall be paid one-fifth (1/5) of his/her per diem salary for the assignment.

K. When a substitute teacher is required for a position for a full day or a ½ day assignment, the District will attempt to fill the position by utilizing a teacher on the substitute teacher list, however, such position shall be filled at the sole discretion of the District.

ARTICLE 6

GRIEVANCE PROCEDURE

A. A unit member alleging a violation of this agreement shall discuss the matter with the building principal. If the matter is not resolved, a formal grievance may be filed with the building principal within twenty (20) school days of the alleged event giving rise to the grievance. The building principal shall respond within ten (10) school days (July 1 to September 1 workdays).

B. If the matter is still not resolved, the grievance may be filed with the Superintendent no later than ten (10) school days after receipt of the building principal's response.

C. The decision of the Superintendent shall be final and binding on all concerned.

D. A representative of the North Rockland Teachers' Association shall be directly involved at the building principal and Superintendent level.

ARTICLE 7

PROFESSIONAL COMPENSATION

A. The rate of pay for substitute teachers shall be \$109.00 per full workday. After twenty (20) consecutive workdays of service within the same assignment, the rate of pay will be \$119.00 per full workday, retroactive to the first day of said assignment. After forty (40) consecutive workdays of service within the same assignment, the rate of pay will be \$129.00 per full workday, retroactive to the twenty-first day of said assignment. Effective February 1, 2014, the rate of pay for substitute teachers shall be \$110.00 per full workday. After twenty (20) consecutive workdays of service within the same assignment, the rate of pay will be \$120.00 per full workday, retroactive to the first day of said assignment. After forty (40) consecutive workdays of service within the same

assignment, the rate of pay will be \$130.00 per full workday, retroactive to the twenty-first day of said assignment.

B. There shall be no further rate increases during the period of this Agreement.

ARTICLE 8

MILEAGE ALLOWANCE

Substitute teachers who use their automobiles on District business in connection with their work shall be paid in the same manner as regular teachers in the District.

ARTICLE 9

COMPENSATION FOR DESTRUCTION OF PERSONAL PROPERTY

If a substitute teacher suffers loss or destruction of a prosthetic device such as eyeglasses, dentures, hearing aid, etc., or has had his/her clothing damaged while acting in the line of duty, i.e., to stop a disturbance, is assaulted by a student, or while attempting to prevent the destruction of District property, such as from a fire, the District will assume the reasonable cost of the replacement or repair of such item(s) up to a maximum of \$100.00 per incident and a total of \$1000.00 per contract year for the entire unit, provided such loss, damage or destruction was not due to the employee's negligence, or otherwise covered by Workers' Compensation, or insurance benefits provided by the District. The employee must report the incident and loss to his/her immediate supervisor, in writing, within forty- eight (48) hours, or as soon as possible, after the incident occurred. In addition, the employee must fill out the appropriate form in the Principal's office proving the cost incurred by the employee for repair or replacement of such property.

ARTICLE 10

LEGISLATIVE APPROVAL

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 11

TERM AND RENEWAL

This agreement shall be for the term of three (3) years commencing July 1, 2013 and terminating on June 30, 2016.

THIS AGREEMENT having been duly ratified by both parties has been executed by its duly authorized officers on the 28th day of May, 2014

HAVERSTRAW-STONY POINT
CENTRAL SCHOOL DISTRICT

By: Deana Eckert

Superintendent of Schools

ATTEST: Sarah Lively

Clerk

NORTH ROCKLAND TEACHERS'
ASSOCIATION, INC. - SUBSTITUTE
TEACHERS' UNIT

By: Robert A. Bruno

President